

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA : CRIMINAL NO. _____

v. : DATE FILED: _____

PETER BISTRAN :
SANDY GLUCKSMAN : VIOLATION:
: 18 U.S.C. § 1343
: (Wire fraud - 2
: counts);
: 18 U.S.C. § 2(a)
: (Aiding and abetting)

I N D I C T M E N T

COUNT ONE

THE GRAND JURY CHARGES THAT:

At all times material to this indictment:

1. Brandywine Motor Cars, West Chester, Pennsylvania, and Brandywine Porsche, Newtown Square, Pennsylvania, were engaged in the business of selling automobiles under the Penmark Auto Group.

2. J.H., a person known to the grand jury, was employed as a car salesman with Penmark Auto Group.

THE SCHEME

3. Between in or about December 2000 and in or about May 2001, defendants

PETER BISTRAN and
SANDY GLUCKSMAN

devised and intended to devise a scheme to defraud Penmark Auto Group, and to obtain property by means of false and fraudulent pretenses, representations and promises, as set forth more fully below.

It was part of the scheme that:

4. Defendants PETER BISTRAN and SANDY GLUCKSMAN defrauded the Penmark Auto Group by making false and fraudulent statements and concealing material facts about their finances in order to obtain three luxury automobiles, that is, two Mercedes Benz S500 automobiles and one 911 Cabriolet Porsche automobile, valued at \$294,710.46, and in an attempt to obtain a third Mercedes Benz SL500 automobile, valued at \$93,629.96.

5. Defendants PETER BISTRAN and SANDY GLUCKSMAN:

a. entered into retail purchase contracts with Brandywine Motors and Brandywine Porsche for the purchase of four luxury cars and took possession of three of those cars;

b. wrote checks to Brandywine Motors and Brandywine Porsche to pay for the luxury cars, knowing that they did not have sufficient funds to cover the checks;

c. promised, but did not send, wire transfer funds to Brandywine Motors and Brandywine Porsche to pay for the luxury cars; and

d. sent e-mail messages to a salesman for Brandywine Motors and Brandywine Porsche falsely assuring him that compensation would be made for the luxury automobiles.

TRANSACTION OF DECEMBER 30, 2000

6. On or about December 30, 2000, defendant PETER BISTRAN entered into a retail purchase contract with Brandywine Motor Cars, West Chester, Pennsylvania, in the name of Nika Holdings, L.P. for a 2001 Mercedes Benz S500 automobile with a purchase price of \$97,663.40.

7. On or about January 4, 2001, defendant PETER BISTRAN presented Brandywine Motors a check in the amount of \$97,163.40, drawn on the general account of Nika Holdings, L.P., knowing that there were insufficient funds in that account to cover the check, and took possession of the automobile.

8. On or about March 1, 2001, defendant PETER BISTRAN presented Brandywine Motors with a check in the amount of \$3,533.44, drawn on Nika Holdings, Operating Account, in partial compensation for the 2001 Mercedes Benz S500 automobile, knowing that there were insufficient funds in that account to cover the check.

TRANSACTIONS OF JANUARY 4 AND 9, 2001

9. On or about January 4, 2001, defendant PETER BISTRAN entered into a retail purchase contract with Brandywine Motor Cars, West Chester, Pennsylvania, for a Mercedes Benz SL500 with a purchase price of \$93,629.96. This automobile was purportedly for defendant PETER BISTRAN's mother, A.B.

10. On or about January 9, 2001, defendant SANDY GLUCKSMAN, having been introduced to the car dealership by defendant PETER

BISTRIAN, entered into a retail purchase contract with Brandywine Motor Cars, West Chester, Pennsylvania, for a 2001 Mercedes Benz S500 automobile with a purchase price of \$103,390.

11. On or about January 9, 2001, defendant SANDY GLUCKSMAN presented Brandywine Motors with a check in the amount of \$197,019.96, drawn on the Royal Bank of Scotland, knowing that there were insufficient funds in that account to cover the check, as payment for the two automobiles described in paragraphs 9 and 10 above. Defendant SANDY GLUCKSMAN took possession of the automobile described in paragraph 10 above. The automobile described in paragraph 9 above was not delivered.

TRANSACTION OF JANUARY 25, 2001

12. On or about January 25, 2001, defendant SANDY GLUCKSMAN entered into a retail purchase contract with Brandywine Porsche, Newtown Square, Pennsylvania, for a 2001 911 Cabriolet Porsche automobile with a purchase price of \$97,690.50.

13. On or about January 25, 2001, defendant SANDY GLUCKSMAN promised to wire transfer the funds to pay for this automobile, and took possession of the automobile.

14. On or about each of the dates set forth below, in the Eastern District of Pennsylvania and elsewhere, defendants

PETER BISTRIAN and
SANDY GLUCKSMAN,

for the purpose of executing the scheme described above, and aiding and abetting its execution, caused to be transmitted by means of wire communications in interstate commerce, signals and sounds, specifically electronic mail messages between defendant

PETER BISTRIAN and J.H., a salesman with Penmark Auto Group, transmitted through BISTRIAN'S Internet Service Provider (ISP) in Reston, Virginia, each transmission constituting a separate count:

COUNT	DATE	DESCRIPTION
1.	2/27/2001	E-mail from Peter Bistrrian to J.H.
2.	3/4/2001	E-mail from Peter Bistrrian to J.H.

All in violation of Title 18, United States Code, Sections 1343 and 2.

A TRUE BILL:

GRAND JURY FOREPERSON

PATRICK L. MEEHAN
United States Attorney